

1 BILL NO. S-85-04-18

2 SPECIAL ORDINANCE NO. S- 63-85

3 AN ORDINANCE approving a Contract  
4 for Res. #409-84, Spruce Drive  
5 Sanitary Sewer, by and between the  
6 City of Fort Wayne and All Star  
Construction & Excavating, Inc.,  
in connection with the Board of  
Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Res. #409-84, Spruce  
10 Drive Sanitary Sewer, by and between the City of Fort Wayne and  
11 All Star Construction & Excavating, Inc., in connection with the  
12 Board of Public Works and Safety, for:

13 sanitary sewer to be installed at  
14 the following location: Beginning  
15 at an existing manhole located 20+  
16 LF North of and 5+ LF West of the  
17 centerline intersection of Sandpoint  
18 Road and Spruce Lane; thence South  
19 at a distance of 565+ LF to a pro-  
20 posed manhole "A" hereinafter re-  
21 ferred to; thence West at a dis-  
22 tance of 435+ LF terminating at a  
23 proposed intersection of Spruce  
24 Drive and Ardmore Avenue. ALSO:  
25 Beginning at the aforementioned  
26 manhole "A"; thence East at a dis-  
27 tance of 240+ LF terminating at a  
28 proposed manhole located 245+ East  
of the centerline intersection  
of Spruce Drive and Spruce Lane.  
ALSO: Beginning at an existing  
manhole located 250+ LF North of  
and 15+ LF West of the centerline  
intersection of Ardmore Avenue  
and Elmhurst Drive; thence North  
at a distance of 300+ LF ter-  
minating at a proposed manhole lo-  
cated 220+ South of and 15+ LF West  
of the centerline intersection of  
Ardmore Avenue and Spruce Drive.  
Said Sewer shall be 10" and 12" in  
diameter. This is a Barrett Law  
Project;

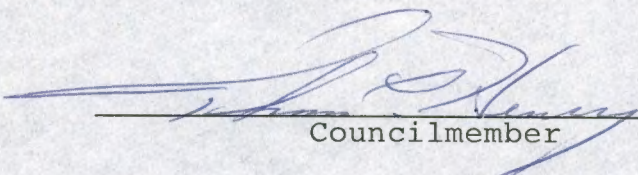
29 involving a total price of Sixty Thousand Eight Hundred Thirteen  
30 and 60/100 Dollars (\$60,813.60), all as more particularly set  
31 forth in said Contract, and which is on file with the Office of  
32 the Board of Public Works and Safety, and is by reference in-



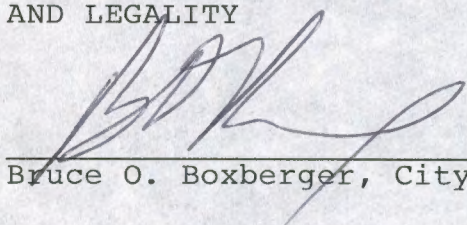
Page Two

corporated herein, made a part hereof and is hereby in all things  
ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force  
and effect from and after its passage and any and all necessary  
approval by the Mayor.

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Henry, seconded by Costner, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.S

DATE: 4-9-85 Madge E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Costner, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 4-23-85 Madge E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. S-63-85 on the 23rd day of April, 1985,

ATTEST: (SEAL) Mark E. GiaQuinta  
Madge E. Kennedy PRESIDING OFFICER  
SANDRA E. KENNEDY, CITY CLERK

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of April, 1985, at the hour of 11:30 o'clock A .M., E.S.T.

Madge E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
Approved and signed by me this 25th day of April, 1985, at the hour of 9:00 o'clock A .M., E.S.T.  
Win Moses, Jr.  
WIN MOSES, JR., MAYOR



CONTRACT NO. 409-1984  
"SPRUCE DRIVE-SPRUCE LANE" SANITARY SEWER

THIS CONTRACT made and entered into in triplicate this 3<sup>rd</sup> day of April 1985, by and between All Star Construction, herein called **CONTRACTOR** and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works & Safety herein called **OWNER**,

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named, agrees as follows:

**ARTICLE 1. SCOPE OF WORK**

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

**"SPRUCE DRIVE-SPRUCE LANE" SANITARY SEWER - Resolution 409-1984**

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11137, Sheets 1 through 6 inclusive, and do everything required by this contract and the other documents constituting a part hereof.

**ARTICLE 2. THE CONTRACT SUM**

The Owner shall pay Contractor for the performance of the contract the unit price sum of **\$60,813.60**. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

1.	12" Sewer Pipe PVC SDR 35	Seventeen and 89/100 Dollars	\$ 17.89
2.	10" Sewer Pipe PVC SDR 35	Sixteen and 69/100 Dollars	\$ 16.69
3.	STD MH type I-A	Nine Hundred and no/100 Dollars	\$900.00
4.	6" 'T' or 'WYE'	One Hundred Nineteen and no/100 Dollars	\$119.00
5.	6" Bldg. Sewer Exten.	Fifteen and no/100 Dollars	\$ 15.00
6.	Compacted Sp. Bkfill	Five and 20/100 Dollars	\$ 5.20
7.	Compacted #53/#73 Sp. Bkfill	Six and 50/100 Dollars	\$ 6.50
8.	12" Deep Strength Asphalt	Twenty-Eight and no/100 Dollars	\$ 28.00
9.	1" A-2 Surface; City Mix	Three and 50/100 Dollars	\$ 3.50
10.	Double chip and seal	One and 95/100 Dollars	\$ 1.95
11.	6" conc. curb replace.	Fifteen and no/100 Dollars	\$ 15.00
12.	4" Asph. Dvws Replace.	Twenty and no/100 Dollars	\$ 20.00
13.	Exploratory Excavat.	One Hundred Five and no/100 Dollars	\$105.00
14.	Seeding, Mulch, Fert. and Top soil	No and 50/100 Dollars	\$ 0.50
15.	4"-12" Field Tile/ Culvert Replacement	Eight and no/100 Dollars	\$ 8.00



### ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the jobsite as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

### ARTICLE 4. DISCOUNT FOR PROMPT PAYMENT

(A) Ten (10) Calendar Days	0	%
(B) Twenty (20) Calendar Days	0	%
(C) Thirty (30) Calendar Days	0	%
(D) Other	0	%

### ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works & Safety will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

### ARTICLE 6. WORKMEN'S COMPENSATION ACT

Upon contract award, the Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he/she has complied with Section 5, 68 and 69 of the Workmen's Compensation Act, approved 14 March 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, Page 545, being I.C. 22-3-2-14 or any supplemental statutes thereof. It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the State of Indiana now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment



when notice of the pendency of such suit, hearing or arbitration shall have been given said contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties, hereto that Contractor indemnify and hold harmless City of Fort Wayne, Indiana.

#### **ARTICLE 7. NONDISCRIMINATION OF LABOR**

The Contractor further agrees to be bounded by Section 15-13 (as amended) of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (M/FER/6-M/FER/9)

#### **ARTICLE 8. PREVAILING WAGE SCALE**

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne, attached hereto and made a part hereof. (WR/1)

#### **ARTICLE 9. COMPONENT PARTS OF THIS CONTRACT**

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 409-1984
- B. Instructions to Bidders for Contract No. 409-1984
- C. Contractor's Proposal dated 13 March 1985.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. 11137, Sheets 1 through 6.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted 23 July 1980 and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- G. Non-Discrimination of Labor General Ordinance No. G-34-78 (as amended).
- H. Prevailing Wage Scale
- I. Performance Bond
- J. Labor and Material Payment Bond
- K. Comprehensive Liability Insurance Coverage
- L. Application for Cut Permit
- M. Escrow Agreement
- N. Notice of Award
- O. Notice to Proceed
- P. Change Order
- Q. Notice of Final Acceptance
- R. Special Provisions



#### ARTICLE 10. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

#### ARTICLE 11. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne Division I, Section 7.

#### ARTICLE 12. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works & Safety.

#### ARTICLE 13. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 150 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

#### ARTICLE 14. COUNCILMANIC APPROVAL

This Agreement although executed on behalf of the Owner by the Mayor and Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

By Edward F. Foss  
Edward F. Foss, President

By Edward W. Foss  
Edward W. Foss, Secretary

CITY OF FORT WAYNE, INDIANA

By Win Moses, Jr.  
Win Moses, Jr., Mayor

ATTEST: •

Helen Gochenour  
Helen Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY

Richard I. Snouffer  
Richard I. Snouffer, Associate  
City Attorney

Board of Public Works & Safety

David J. Kiester  
David J. Kiester, Director  
of Public Works

Cosette R. Simon  
Cosette R. Simon, Director  
of Administration & Finance

Lawrence D. Consalvos  
Lawrence D. Consalvos, Director  
of Public Safety

APPROVED by the Common Council of the City of Fort Wayne on \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 1985.





Bond No.

**PERFORMANCE BOND**

Approved by The American Institute of Architects  
A.I.A. Document No. A-311 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

That All Star Construction & Excavating, Inc., 5722 Langford Lane,  
(Here insert full name and address or legal title of the Contractor)  
Fort Wayne, Indiana 46804

as Principal, hereinafter called Contractor, and Continental Insurance Company as Surety,  
(Here insert full name and address or legal title of Surety)  
hereinafter called Surety, are held and firmly bound unto The City of Fort Wayne, an Indiana  
(Here insert full name and address or legal title of Owner)  
Municipal Corporation

as Oblige, hereinafter called Owner, in the amount of Sixty Thousand Eight Hundred  
Thirteen and 60/100 Dollars (\$ 60,813.60),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated April 3, 1985  
entered into a contract with Owner for Construction of the Spruce Drive-Spruce  
Lane sanitary sewer, resolution #409-1985  
in accordance with drawings and specifications prepared by The Water Pollution Control  
Engineering Department, City of Fort Wayne  
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

All Star Construction & Excavating, Inc. (Seal)

(Principal)  
Edward F. Rose  
(Title)

(Witness)

Continental Insurance Company (Seal)

(Surety)  
Ronald R. [Signature]  
(Title)

Yaste, Zent & Rye Agency, Inc.

By: Joanne [Signature]  
(Witness)



**LABOR AND MATERIAL PAYMENT BOND**  
 Approved by The American Institute of Architects  
 A.I.A. Document No. A-311 (Feb. 1970 Edition)

Note: This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract  
**KNOW ALL MEN BY THESE PRESENTS:**

That All Star Construction & Excavating, Inc., 5722 Langford Lane,  
 (Here insert full name and address or legal title of the Contractor)

Fort Wayne, Indiana 46804

as Principal, hereinafter called Principal, and Continental Insurance Company as Surety,  
 (Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto The City of Fort Wayne, an Indiana  
 (Here insert full name and address or legal title of Owner)

Municipal Corporation

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of  
Sixty Thousand Eight Hundred Thirteen and 60/100----- Dollars (\$ 60,813.60),  
 (Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated April 9, 1985  
 entered into a contract with Owner for Construction of the Spruce Drive-Spruce Lane sanitary  
sewer, resolution #409-1985  
 in accordance with drawings and specifications prepared by The Water Pollution Control Engineering  
Department, City of Fort Wayne  
 (Here insert full name, title and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed, the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which the legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

All Star Construction & Excavating, Inc. (Seal)

Edward F. Foss  
 (Principal)  
 (Title)

(Witness)

Continental Insurance Company (Seal)

Yaste, Zent & Rye Agency, Inc.

By: Joanne McGinley Ronald K. McGinley  
 (Witness) (Title)



# Commercial Insurance Company of Newark, N.J.

180 Maiden Lane, New York, New York 10038

## GENERAL POWER OF ATTORNEY

**Know all men by these Presents,** That the COMMERCIAL INSURANCE COMPANY OF NEWARK, N.J. has made, constituted and appointed, and by these presents does make, constitute and appoint

Donald T. Belbutowski of Fort Wayne, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million (\$5,000,000) Dollars.

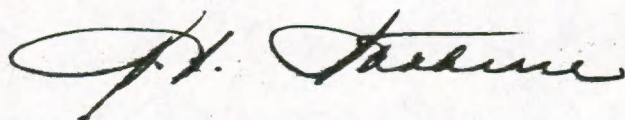
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the COMMERCIAL INSURANCE COMPANY OF NEWARK, N.J. on the 20th day of February, 1975.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of COMMERCIAL INSURANCE COMPANY OF NEWARK, N.J. bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached

In Witness Whereof, the COMMERCIAL INSURANCE COMPANY OF NEWARK, N.J. has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June, 1984.

Attest:

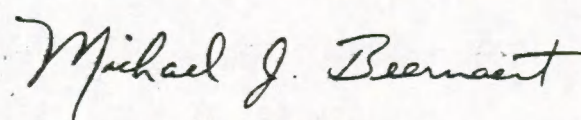


T.H. Stephens, Assistant Vice President



COMMERCIAL INSURANCE COMPANY OF NEWARK, N.J.

By

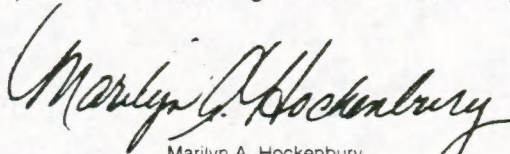


Michael J. Beernaert, Vice President

STATE OF NEW JERSEY  
COUNTY OF MIDDLESEX

ss.:

On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of the COMMERCIAL INSURANCE COMPANY OF NEWARK, N.J., the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Marilyn A. Hockenbury  
A Notary Public of New Jersey  
My Commission Expires June 23, 1988

### CERTIFICATE

I, the undersigned, an Assistant Vice President of the COMMERCIAL INSURANCE COMPANY OF NEWARK, N.J., a New Jersey corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the provision of Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey, Dated the                      day of                      , 19



James M. Keane, Assistant Vice President



TITLE OF ORDINANCE Contract for Res. #409-84, Spruce Drive Sanitary Sewer

DEPARTMENT REQUESTING ORDINANCE Board of Public Works &amp; Safety

SYNOPSIS OF ORDINANCE The Contract for Res. #409-84, Spruce Drive Sanitary Sewer

is to be installed at the following location: Beginning at an existing manhole

located 20 $\pm$  LF North of and 5 $\pm$  LF West of the centerline intersection of SandpointRoad and Spruce Lane; thence South at a distance of 565 $\pm$  LF to a proposed manhole "A"hereinafter referred to; thence West at a distance of 435 $\pm$  LF terminating at a proposed~~manhole located 145 $\pm$  LF east of the centerline~~

intersection of Spruce Drive and Ardmore Avenue. ALSO: Beginning at the aforementioned

manhole "A"; thence East at a distance of 240 $\pm$  LF terminating at a proposed manhole located245 $\pm$  LF East of the centerline intersection of Spruce Drive and Spruce Lane. ALSO:Beginning at an existing manhole located 250 $\pm$  LF North of and 15 $\pm$  LF West of the center-

line intersection of Ardmore Avenue and Elmhurst Drive; thence North at a distance of

300 $\pm$  LF terminating at a proposed manhole located 220 $\pm$  South of and 15 $\pm$  LF West of the

centerline intersection of Ardmore Avenue and Spruce Drive. Said Sewer shall be 10"

and 12" in diameter. This is a Barrett Law Project. All Star Construction &amp; Excavating,

Inc. is the Contractor.

EFFECT OF PASSAGE Sewer to serve above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$60,813.60

ASSIGNED TO COMMITTEE



BILL NO. S-85-04-18

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving a Contract for Res.

#409-84, Spruce Drive Sanitary Sewer, by and between the City of  
Fort Wayne and All Star Construction & Excavating, Inc., in  
connection with the Board of Public Wrosk and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(~~RESOLUTION~~)

YES

NO

Thomas C. Henry  
THOMAS C. HENRY  
CHAIRMAN

Janet G. Bradbury  
JANET G. BRADBURY  
VICE CHAIRWOMAN

Donald J. Schmidt  
DONALD J. SCHMIDT

James S. Stier  
JAMES S. STIER

Charles B. Redd  
CHARLES B. REDD

CONCURRED IN 4-23-85

SANDRA E. KENNEDY  
CITY CLERK